

**Exhibit C**

**LBHI Guarantee**

**GUARANTEE OF LEHMAN BROTHERS HOLDINGS INC.**

To: Each Maverick Entity listed on the Schedule attached hereto

In connection with the prime brokerage arrangements entered into by LEHMAN BROTHERS INC. ("LBI"), LEHMAN BROTHERS INTERNATIONAL (EUROPE) ("LBIE" or the "Lehman Entity"), and LEHMAN BROTHERS HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware ("Guarantor" and together with the Lehman Entities, "Lehman Brothers") and each Maverick entity, listed on the Schedule attached hereto ("Maverick") including the Customer Account Agreement – Prime Brokerage (the "CAA") among Maverick, LBI, the Lehman Entity and the Guarantor, the Margin Lending Agreement (the "MLA") among Maverick, the Lehman Entity, and as arranged by LBI, the Global Master Securities Lending Agreement between the Lehman Entity and Maverick (the "GMSLA") and the Letter Agreement among the Lehman Entity, LBI and Maverick (the "Letter Agreement" and together with the CAA, the MLA and the GMSLA, the "Agreements") pursuant to which Lehman Brothers has opened and maintains prime brokerage account(s) in Maverick's name and transact business with Maverick as a customer (all obligation under the Agreements are hereinafter referred to as the "Obligations"). For value received, and in consideration of the financial accommodation accorded to Guarantor and the Lehman Entity by Maverick under the Agreements, Guarantor hereby agrees to the following:

This Guarantee is absolute and unconditional without limitation as to monetary amount or duration. The Guarantor shall have no right of subrogation with respect to any payments it makes under this Guarantee until all Obligations of the Lehman Entity to Maverick are paid in full.

This Guarantee is a guarantee of payment, and not of collection, and Maverick may exercise its rights hereunder against the Guarantor without first having to take any action against the Lehman Entity, or any other guarantor. The Guarantor agrees that in the event the Obligations which are guaranteed hereunder are paid, its liability as guarantor shall continue and remain in full force and effect in the event that all or part of such payment is recovered from Maverick as a preference or fraudulent transfer under the Federal Bankruptcy Code, or any similar applicable state or foreign law.

The Guarantor hereby waives diligence, presentment, protest, demand of any kind in connection with the delivery, acceptance, performance, default or enforcement of this Guarantee.

This Guarantee shall be binding upon the Guarantor, its successors and assigns.

This Guarantee will remain in full force and effect until the first to occur of (a) a notice by the Guarantor to Maverick that it is terminating the Guarantee or (b) the Obligations are no longer in existence. Termination of this Guarantee shall not affect the Guarantor's

liability hereunder as to the obligations incurred or arising out of transactions entered into prior to the termination hereof.

At such time as this Guarantee is delivered to Maverick, this Guarantee shall entirely supersede and replace any other guarantee previously delivered by the Guarantor or any of its affiliates to Maverick with regard to the Obligations of the Lehman Entity, and no previously delivered guarantee with regard thereto shall be honored by the Guarantor or any of its affiliates.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, I have hereunto set my hand on April 20, 2006

**LEHMAN BROTHERS HOLDINGS INC.**

By: 

Name: James J. Killerlani III

Title: Vice President

Schedule

Maverick Fund USA, Ltd., a limited partnership organized under the laws of the State of Texas

Maverick Fund, L.D.C., a limited duration company incorporated under the laws of the Cayman Islands

Maverick Fund II, Ltd., a Cayman Islands exempted company

Maverick Neutral Fund, Ltd., a Cayman Islands exempted company

Maverick Neutral Levered Fund, Ltd., a Cayman Islands exempted company

Maverick Long Enhanced Fund, Ltd., a Cayman Islands exempted company